

# EXHIBIT 2

**UNITED STATES DISTRICT COURT  
WESTERN DISTRICT OF TEXAS  
EL PASO DIVISION**

**LEAGUE OF UNITED LATIN  
AMERICAN CITIZENS, *et al.*,**

*Plaintiffs,*

**EDDIE BERNICE JOHNSON, *et al.*,**

***Plaintiff-Intervenors,***

**V.**

**GREG ABBOTT**, in his official capacity as  
Governor of the State of Texas, *et al.*,

***Defendants.***

**EP-21-CV-00259-DCG-JES-JVB**  
**[Lead Case]**

**UNITED STATES OF AMERICA,**

*Plaintiff,*

**V.**

**STATE OF TEXAS, *et al.***

***Defendants.***

**Case No. 3:21-CV-00299-DCG-JES-JVB**  
**[Consolidated Case]**

**DECLARATION OF SCOTT K. FIELD**

I, Scott K. Field, declare as follows:

1. I am a partner at Butler Snow, LLP and previously served as a Justice on the Texas Court of Appeals, Third District, in Austin, Texas. I have practiced law for approximately 27 years, six of them while serving on the Third Court of Appeals. Before my time of service on the court, I was a law clerk at the Supreme Court of Texas and an attorney at Baker Botts LLP, among other firms.

2. The State of Texas hired Butler Snow LLP as outside counsel for Representative Todd Hunter in his role as Chair of the Redistricting Committee for the Texas House of

Representatives during the 87th Legislative Session. A true and correct copy of the firm's contract with the State is attached hereto as Exhibit A. Pursuant to this representation, the firm maintained attorney-client relationships with Chairman Hunter and his staff, as well as the General Counsel to the House of Representatives. I was one of the attorneys at Butler Snow who provided this representation.

3. Butler Snow, LLP hired Thomas Bryan as a consultant to assist it with this representation, as authorized in its contract with the State of Texas. A copy of this engagement is attached as Exhibit B. Mr. Bryan then hired Eric Wienckowski to assist him in providing consultation to Butler Snow.

4. Mr. Bryan and anyone assisting him in his role as a consultant for Butler Snow provided services only as directed by Butler Snow to assist it in rendering legal advice and consultation to its clients. The only client of Butler Snow LLP's that the firm directed Mr. Bryan or Mr. Wienckowski to communicate with was Adam Foltz, but such communication was rare and was only as directed by Butler Snow LLP and only as necessary to provide legal advice and consultation to Mr. Foltz and, in turn, Chairman Hunter. The only other interaction between Mr. Bryan and any client of the firm occurred during an introductory meeting with Chairman Hunter and his staff, and this meeting was conducted under the direction and supervision of Butler Snow.

5. I declare under penalty of perjury and subject to the provisions of 28 U.S.C. § 1746 that the foregoing is true and correct.

Dated: June 28, 2022

A handwritten signature in blue ink, consisting of a stylized 'S' followed by a horizontal line and a small loop.

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Scott K. Field

# EXHIBIT 2A



**TEXAS LEGISLATIVE COUNCIL CONTRACT ADDENDUM  
No. 22A31(1)**

**Sec. 1. Renewal and Extension.** Effective February 1, 2022, Texas Legislative Council Contract No. 21A20, as amended by Amendment Nos. 21A25(2) and 21A35, is renewed and extended through the end of the day on December 31, 2022. The terms of this contract addendum are incorporated into and form a part of Contract No. 21A20, as amended, for all purposes.

**Sec. 2. Amendment.** Contract No. 21A20, as amended, is further amended as follows:

(1) Strike the last sentence of Section 1 and substitute the following:

The Law Firm will retain any necessary experts, which will be reimbursed according to the provisions of Section 3, if authorized by the General Counsel to the House.

(2) Strike the second paragraph of Section 2 and substitute the following:

Each month, the Law Firm will submit to the General Counsel to the House for review and approval an itemized statement of all work performed under this contract during the preceding month, listing time by date for work performed. On approval by the General Counsel, the statement will be forwarded to the Council for final approval and payment.

(3) Strike the second paragraph of Section 3 and substitute the following:

Before a Law Firm employee travels or retains expert services under this contract, the Law Firm must obtain express written permission from the General Counsel to the House. Each month, the Law Firm will submit to the General Counsel for review and approval an itemized statement of any expenses incurred by the Law Firm during the preceding month and for which the Law Firm seeks to be reimbursed under this contract. On approval by the General Counsel, the statement will be forwarded to the Council for final approval and payment of approved expenses. A request for reimbursement submitted under this section more than 45 days after the date on which the expense was incurred is not reimbursable under this contract.

(4) Strike Exhibit A, as amended, and substitute the following:

**EXHIBIT A**

**RATES**

EMPLOYEE	HOURLY RATE
B. Parker Berry	
Marshall Bowen	
Tommie S. Cardin	
Scott Field	
Thomas A. Forbes	
Victoria Giese	
Andrew Tingan	
Paralegal	

**Sec. 3. Order of Precedence.** If a conflict or inconsistency exists between this contract addendum and another contract document, this contract addendum controls.

Agreed to by:

**TEXAS LEGISLATIVE COUNCIL**

**BUTLER SNOW LLP**

Signature: *Kimberly Shields*

Kimberly Shields

Assistant Executive Director

Date: 2/25/22

Signature: *Thomas A. Forbes*

Printed name: THOMAS A. FORBES

Title: PARTNER

Date: 2/24/22

22A31(1)



**TEXAS LEGISLATIVE COUNCIL CONTRACT  
FOR PROFESSIONAL SERVICES  
No. 21A20**

The Texas Legislative Council ("the Council"), an agency within the legislative branch of the government of the State of Texas, and Butler Snow LLP ("the Law Firm"), an organization of attorneys authorized to practice law in Texas, enter into this contract.

**Section 1. Duties of the Law Firm.** The Law Firm hereby agrees to furnish legal counsel and other legal services, on behalf of the Council, to Representative Todd Hunter, Chair of the House Redistricting Committee, his staff, and the General Counsel to the House to assist them in the performance of their duties. The Law Firm shall report to and is subject to the direction of Representative Hunter. The Law Firm shall retain any necessary experts, which shall be reimbursed according to the provisions of Section 3, if authorized by Representative Hunter.

**Section 2. Compensation.** In exchange for services described by this contract and actually rendered, the Council agrees to pay the Law Firm for the services provided by the individuals listed in the schedule attached as Exhibit A at the hourly rates listed in Exhibit A.

Each month, the Law Firm shall submit to Chairman Todd Hunter for review and approval an itemized statement of all work performed under this contract during the preceding month, listing time by date for work performed. On approval by Chairman Hunter, the statement shall be forwarded to the Council for final approval and payment.

**Section 3. Expenses.** In addition to compensation under this contract, the Council shall reimburse the Law Firm for reasonable expenses incurred in connection with the Law Firm's services performed under this contract, including necessary travel expenses. The Council will reimburse the Law Firm for travel, food, and lodging expenses in accordance with the State of Texas guidelines for reimbursing a state employee. Original receipts, excluding meal receipts, must be submitted to the Council for reimbursement.

Each month, the Law Firm shall submit to Chairman Hunter for review and approval an itemized statement of all expenses incurred by the Law Firm during the preceding month and for which the Law Firm seeks to be reimbursed under this contract. On approval by Chairman Hunter, the statement shall be forwarded to the Council for final approval and payment of approved expenses.

**Section 4. Confidentiality.** During the term of this contract and thereafter, the Law Firm agrees to keep confidential all information not otherwise open to the public under Chapter 552, Government Code, coming into the knowledge or possession of the Law Firm in connection with the Law Firm's services rendered under this contract.

**Section 5. Termination; Cancellation.** This contract terminates on December 31, 2021, unless canceled before that date.

This contract is subject to cancellation at any time by the Council or the Law Firm on seven days' written notice.

In the event of cancellation of this contract, the Law Firm is entitled to compensation earned and reimbursement for expenses incurred prior to the date of cancellation to the extent the compensation and expenses are otherwise payable under this contract.

**Section 6. Certifications and Warrants Required by Law.** By agreeing to and signing this contract, the Law Firm makes the following certifications and warrants required by law:

(1) **Delinquent Child Support Obligations.** Under Section 231.006, Family Code, the vendor or applicant certifies that the individual or business entity named in this contract, bid, or application is not ineligible to receive the specified grant, loan, or payment and acknowledges that this contract may be terminated and payment may be withheld if this certification is inaccurate.

(2) **Payment of Debt or Delinquency to the State.** The Law Firm represents that the Law Firm owes no debt to the State of Texas, including delinquent taxes, that would make the Law Firm



ineligible under Section 403.055, Government Code, to receive payment under this contract. Pursuant to Sections 2107.008 and 2252.903, Government Code, the Law Firm agrees that any payments owing to the Law Firm under this contract may be applied directly toward any debt or delinquency that the Law Firm owes the State of Texas or any agency of the State of Texas, regardless of when it arises, until the debt or delinquency is paid in full.

(3) Dispute Resolution. A dispute arising under this contract is subject to Chapter 2260, Government Code, and use of the dispute resolution process provided by that chapter is required by law.

(4) Boycott of Israel. The Law Firm verifies that the Law Firm does not boycott Israel and will not boycott Israel during the term of the contract.

Section 7. Extent of Representation. The Council and Representative Hunter understand and agree that the Law Firm is being engaged solely to represent Representative Hunter in his capacity as Chair of the House Redistricting Committee, and his staff. The Law Firm does not represent the State of Texas as a whole or any other entity of the State of Texas. The Council and Representative Hunter understand that the Law Firm currently represents clients in other matters adverse to the State of Texas and represents other agencies of the State of Texas in matters not substantially related to the matter covered by this contract. The Council and Representative Hunter agree that the Law Firm may continue such representations and may undertake other representations in the future, whether adverse to the State of Texas or for other agencies of the State of Texas, so long as such matters are not substantially related to this engagement.

The Law Firm understands and agrees that attorneys employed by the Council represent the Texas legislature in accordance with state law, the rules of the Texas House of Representatives, and Council policy. The Law Firm does not have an attorney-client relationship with the Council.

Section 8. General Provisions. The Council's authority to enter into this contract is provided by Chapter 323, Government Code. This contract shall be governed by and construed in accordance with the laws of the State of Texas.

Payment under this contract may be made only for services described by this contract and actually rendered on or after March 12, 2021, and for reimbursement of related expenses incurred on or after that date.

The Council's assistant executive director, Kimberly Shields, is responsible for the release of payment under this contract and for ensuring compliance with state law and Council policy. The Law Firm shall direct all inquiries regarding this contract to Kimberly Shields or her designee.

Section 9. Survival of Certain Terms. Sections 4 and 6(3) of this contract, the provision in Section 7 of this contract regarding the law governing this contract, and this section survive the contract's termination or cancellation.

Texas Legislative Council

By: 

Kimberly Shields, Assistant Executive Director

3/24/21

Date

Butler Snow LLP

By: 

PARTNER

Title

3/29/21

Date

**EXHIBIT A****RATES**

<b>ATTORNEY NAME</b>	<b>STANDARD HOURLY RATES</b>
<b>Scott K. Field</b>	■
<b>Thomas A. Forbes</b>	■
<b>Eric J.R. Nichols</b>	■
<b>Jose M. Luzarraga</b>	■
<b>Amanda G. Taylor</b>	■
<b>Cedric E. Evans</b>	■
<b>Marshall A. Bowen</b>	■
<b>Tommie S. Cardin</b>	■
<b>B. Parker Berry</b>	■
<b>P. Ryan Beckett</b>	■
<b>Jessica Viega (Paralegal)</b>	■
<b>Cheryl Walters (Paralegal)</b>	■



**AMENDMENT TO CONTRACT FOR  
LEGAL AND PERSONAL SERVICES  
No. 21A25(2)**

The terms of this contract amendment are incorporated into and form a part of Contract No. 21A20, for all purposes.

**Sec. 1. Amendment.** Contract No. 21A20 is amended as follows:

(1) Strike Section 1 and substitute the following:

Section 1. Duties of the Law Firm. The Law Firm hereby agrees to furnish legal counsel and other legal services, on behalf of the Council, to Representative Todd Hunter, Representative Hunter's office and committee staff, and the General Counsel to the House to assist them in the performance of their duties. The Law Firm shall report to and is subject to the direction of Representative Hunter. The Law Firm shall retain any necessary experts, which shall be reimbursed according to the provisions of Section 3, if authorized by Representative Hunter.

(2) Strike the first paragraph of Section 7 and substitute the following:

Section 7. Extent of Representation. The Council and Representative Hunter understand and agree that the Law Firm is being engaged solely to represent Representative Hunter in his capacity as chair of the House Redistricting Committee, Representative Hunter's office and committee staff, and the General Counsel to the House. The Law Firm does not represent the State of Texas as a whole or any other entity of the State of Texas. The Council, Representative Hunter, and the General Counsel to the House understand that the Law Firm currently represents clients in other matters adverse to the State of Texas and represents other agencies of the State of Texas in matters not substantially related to the matter covered by this contract. The Council, Representative Hunter, and the General Counsel to the House agree that the Law Firm may continue such representations and may undertake other representations in the future, whether adverse to the State of Texas or for other agencies of the State of Texas, so long as such matters are not substantially related to this engagement.

(3) Add the following rate to Exhibit A:

ATTORNEY NAME	STANDARD HOURLY RATE
D. Todd Smith	

**Sec. 2. Order of Precedence.** If a conflict or inconsistency exists between this contract amendment and another contract document, this contract amendment controls.

**Sec. 3. Effective Date.** This contract amendment is effective on the date signed by both parties. If each party signs on a different date, this contract amendment is effective on the later of those dates.

Agreed to by:

**TEXAS LEGISLATIVE COUNCIL**

Signature: Kimberly Shields

Kimberly Shields

Assistant Executive Director

Date: 5/13/21

21A25(2)

**BUTLER SNOW LLP**

Signature: Thomas A. Forbes

Printed name: Thomas A. Forbes

Title: PARTNER

Date: 5/13/21



**AMENDMENT TO CONTRACT FOR  
LEGAL AND PERSONAL SERVICES  
No. 21A35**

The terms of this contract amendment are incorporated into and form a part of Contract No. 21A20, as amended by Amendment No. 21A25(2), for all purposes.

**Sec. 1. Amendment.** Contract No. 21A20, as amended, is amended by adding the following rate to Exhibit A:

ATTORNEY NAME	STANDARD HOURLY RATE
Andrew Tingan	

**Sec. 2. Order of Precedence.** If a conflict or inconsistency exists between this contract amendment and another contract document, this contract amendment controls.

**Sec. 3. Effective Date.** This contract amendment is effective on the date signed by both parties. If each party signs on a different date, this contract amendment is effective on the later of those dates.

Agreed to by:

**TEXAS LEGISLATIVE COUNCIL**

Signature: \_\_\_\_\_

Kimberly Shields

Assistant Executive Director

Date: \_\_\_\_\_

21A35

**BUTLER SNOW LLP**

Signature: \_\_\_\_\_

Printed name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

# EXHIBIT 2B





April 8, 2021

**VIA E-MAIL**

Mr. Thomas M. Bryan  
3132 Briarmoor Lane  
Midlothian, VA 23113  
[tom@bryangeodemo.com](mailto:tom@bryangeodemo.com)

Re: Consulting Expert Services

Dear Tom:

Our law firm wishes to engage you as a consulting expert to assist with state legislative, board of education and congressional reapportionment and redistricting in the State of Texas. This letter amends the terms of our agreement dated March 22 ,2021 with you for these services.

1. Scope of Services: We represent the Chairman and his staff of the House Redistricting Committee of the Texas House of Representatives. We are retaining you as a consulting expert to provide advice and consultation to our firm and our client as needed in state legislative, board of education and congressional reapportionment and redistricting matters in the State of Texas, including but not limited to: (1) analysis , interpretation and application of Census data and advise on all data related issues; (2) preparation of benchmark plan and modeling to determine areas of state where most likely change to occur; (3) data set development for preparing redistricting plans; (4) preparation of draft plans; (5) analysis of draft plans submitted by others; (6) analysis of compliance with traditional redistricting criteria; (7) analysis of the traditional redistricting criterion of compactness, run compactness scores and advise on same; (7) any other demographic related issue(s) as directed by us. The nature and history of redrawing political boundaries at the statewide level is such that litigation may result in the process and thus we are retaining you in anticipation of litigation.

2. Term: The term of our agreement runs from March 22, 2021 until completion of the Scope of Services. Our firm will determine when the Scope of Services is completed. . Either of us has the right to terminate this agreement for any reason at any time.

3. Payment: We will pay you at an hourly rate of [REDACTED] per hour for your consultation services plus necessary and reasonable expenses. You will submit a monthly, itemized statement by the tenth business day of each month following the month of services rendered. We will submit your statement along with ours on a monthly basis and we will pay you after we have received payment in full from the State of Texas for that month.

4. Confidentiality: This is a confidential consulting engagement and you will not disclose at any time during or after the period of your consultation, communications or other

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Ridgeland, MS 39158-6010

TOMMIE S. CARDIN  
601.985.4570  
Tommie.Cardin@butlersnow.com

Suite 1400  
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Ridgeland, Mississippi 39157

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BUTLER SNOW LLP

Mr. Thomas M. Bryan

April 8, 2021

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non-public information provided to you in connection with your engagement to any person or entity unless authorized by us or ordered by a court. Upon completion of your work, we ask that you deliver to us all such non-public documents and other materials. These confidentiality obligations will continue subsequent to termination of your engagement.

5. Independent Contractor and Taxes. The parties expressly understand and agree that you are providing services to our firm under this agreement as an independent contractor. As such, you will not be an employee of our firm and shall not be entitled to any employee benefits the firm provides or may provide to its employees, including but not limited to health insurance, life insurance, sick leave, retirement plans, and/or paid time off such as vacation and holiday pay. We will make no tax withholdings or deductions from any of the payments due to you under this agreement and you shall be solely responsible for the reporting, deposit, and payment of any and all federal, state, and local taxes, including but not limited to income taxes, FICA taxes, and unemployment taxes incidental to the performance of, or payment under this agreement. We will furnish you annually with a copy of IRS form 1099 (statement for recipients of miscellaneous income), the original of which we will send to the IRS as required by law.

6. Dispute Resolution. In the event there is any dispute arising under this agreement the parties agree to submit such dispute to final and binding arbitration with the American Arbitration Association.

7. Notices. All notices, requests, consents, claims, demands, waivers and other communications shall be in writing and shall be deemed to have been given: (a) when delivered by hand (with written confirmation of receipt); (b) when received by the addressee if sent by a nationally recognized overnight courier (receipt requested); (c) on the date sent by facsimile (with confirmation of transmission) if sent during normal business hours of the recipient, and on the next business day if sent after normal business hours of the recipient; or (d) on the third day after the date mailed, by certified or registered mail, return receipt requested, postage prepaid. Such communications must be sent to the respective parties at the addresses set forth on the signature page of this agreement (or to such other address that may be designated by a party from time to time in accordance with this section).

8. Governing Law. This agreement shall be interpreted and construed according to the laws of the State of Texas.

9. Amendments. No amendments or variations of the terms and conditions of this agreement shall be valid unless the same are in writing and signed by all of the parties.

We will appreciate your signing this agreement below indicating your acceptance of the terms set forth herein. We look forward to working together with you.

Very truly yours,

BUTLER SNOW LLP



Tommie S. Cardin



Mr. Thomas M. Bryan

April 8, 2021

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AGREED AND ACCEPTED:

A handwritten signature in black ink, appearing to be 'T. M. Bryan', is written over a horizontal line.

Thomas M. Bryan